

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM297789

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W. B. Mason Co., Inc.		07/30/2013	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	RBS CITIZENS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc., a subsidiary of RBS Citizens, N.A., as Agent
Street Address:	28 State Street
Internal Address:	Attn: James H. Herzog Jr.
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4466505	ONE SOURCE WONDERFUL!
Registration Number:	4466506	ONE SOURCE WONDERFUL
Registration Number:	4470904	WHO BUT W.B. MASON
Registration Number:	4470903	WB MASON
Registration Number:	4470902	W.B. MASON
Registration Number:	4470900	W.B. MASON CO.
Registration Number:	4470901	W.B. MASON CO., INC.
Registration Number:	4470899	THE W.B.MASON COMPANY
Serial Number:	85973906	W.B. MASON
Serial Number:	85973856	W.B. MASON
Serial Number:	85973890	W.B. MASON
Serial Number:	85974307	WHO BUT W.B.MASON

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: mfisher@morganlewis.com

Correspondent Name: Marney Smyth Fischer

TRADEMARK

Address Line 1:	225 Franklin Street
Address Line 2:	Morgan Lewis & Bockius LLP - 16th Floor
Address Line 4:	Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Marney Smyth Fischer
SIGNATURE:	/Marney Smyth Fischer/
DATE SIGNED:	03/11/2014

Total Attachments: 9

source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page1.tif
source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page2.tif
source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page3.tif
source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page4.tif
source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page5.tif
source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page6.tif
source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page7.tif
source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page8.tif
source=W.B. Mason - Intellectual Property Security Agreement - July 30, 2013#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 30, 2013 is entered into by and between **W.B. MASON CO., INC.**, a Massachusetts corporation (the "Grantor"), and **RBS CITIZENS BUSINESS CAPITAL**, a division of RBS Asset Finance, Inc., as agent (the "Agent") for itself and the other Secured Parties (as such term is defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement, dated as of May 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Grantor, Agent, the lenders from time to time party thereto (the "Lenders") and RBS Citizens Business Capital, a division of RBS Asset Finance, Inc. and Wells Fargo Capital Finance, LLC, as co-collateral agents, the Lenders have agreed to make Loans and to incur LC Obligations for the benefit of the Grantor;

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and make Loans and to incur LC Obligations, the Grantor has granted to the Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all Intellectual Property (as defined below) of the Grantor; and

WHEREAS, upon the terms contained in the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, and the following terms shall have the following respective meanings:

(a) "Intellectual Property" shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark, Patent, and Copyright; and

(v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, (B) injury to any goodwill associated with any Mark, (C) infringement of any Patent, (D) injury to any goodwill associated with any Patent, (E) infringement of any Copyright, or (F) injury to any goodwill associated with any Copyright.

(b) "Copyrights" shall mean any United States copyrights or copyrightable works (whether or not registered, statutory or common law) to which any Grantor now or from time to time hereafter has title, including all reissues, renewals or extensions thereof, as well as any registrations of any copyrights in the United States Copyright Office or applications for United States copyright registrations now or from time to time hereafter made with the United States Copyright Office by any Grantor, and all rights provided by international treaties or conventions with respect to any of the foregoing.

(c) "Marks" shall mean any trademarks and service marks now held or hereafter acquired by any Grantor which are registered in the United States Patent and Trademark Office or in any other similar office or agency of the United States or any state thereof or any political subdivision thereof and any application for such trademarks and service marks, as well as any unregistered marks used by any Grantor in the United States and trade dress, including logos, proprietary icons, designs, trade names, trade styles, company names, corporate names, business names, fictitious business names and other business or source identifiers in connection with which any of such registered or unregistered marks are used in the United States, and including all common law rights therein, and registrations and applications for registration therefor, all rights provided by international treaties or conventions with respect to the foregoing, and all reissues, extensions and renewals of any of the foregoing, and all goodwill associated therewith.

(d) "Patent" shall mean any United States patent to which any Grantor now or from time to time hereafter has title, including any divisions, continuations, reissues, reexaminations, extensions or renewals thereof, all inventions or improvements thereto, any application for a United States patent now or hereafter made by any Grantor, and any rights provided by international treaty or convention with respect to any of the foregoing.

(e) "Obligations" shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Loan Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Representations and Warranties.** This Agreement is effective to create valid and continuing security interests in and Liens on, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the Commonwealth of Massachusetts, perfected Liens in favor of the Agent, for the benefit of the Lenders, on the Grantor's Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Loan Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of the Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

Grantor:

W.B. MASON CO., INC.

By: _____

Name: STEVEN GREENE

Title: CHAIRMAN OF BOARD

ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

COUNTY OF PLYMOUTH

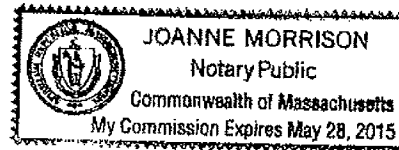
On this 10TH day of March, 2014, before me, the undersigned notary public, personally appeared STEVEN GREENE as CHAIRMAN OF BOARD of W.B. MASON CO., INC., proved to me through satisfactory evidence of identification, which was MASSACHUSETTS driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CHAIRMAN OF BOARD of said corporation.

Joanne M. Morrison
Notary Public

Notary Public

My commission expires: MAY 28, 2015

{SEAL}



ACCEPTED AND AGREED

As of the date first above written:

RBS CITIZENS BUSINESS CAPITAL,
a division of RBS Asset Finance, Inc., a
subsidiary of RBS Citizens, N.A., as Agent

By: _____

Name:

James H. Herzog Jr

Title:

Senior Vice President

SCHEDULE I

All designs, trade secrets, confidential or proprietary information, customer lists, know-how and databases are on file with Grantor.

The following trademarks are registered in the name of the Grantor with the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>
One source wonderful! (standard characters)	4466505
one source wonderful (standard characters)	4466506
WHO BUT W.B. MASON (standard characters)	4470904
WB Mason (standard characters)	4470903
W.B. Mason (standard characters)	4470902
W.B. Mason Co. (standard characters)	4470900
WB Mason Co., Inc. (standard characters)	4470901
The W.B. Mason Company (standard character)	4470899

The following trademarks are pending registration with the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Serial No.</u>
Bust of W. B. Mason - High Collar --Logo (stylized design black and white)	85973906
Bust of W. B. Mason - High Collar -- Logo (stylized design in color)	85973856
Bust of W. B. Mason - High Collar --Logo (stylized design black and white)	85973890
WHO BUT W.B. MASON (stylized design color)	85974307

SCHEDULE II

PATENTS

None.

SCHEDULE III

COPYRIGHTS

None.